

Petitioners shall be withdrawn. In accordance with the foregoing, and without limitation, Licensee shall not oppose, object to, protest, petition against or otherwise comment adversely upon any request by Petitioners seeking settlement payments in excess of their out of pocket expenses in the Consolidated Proceeding.

6. Preserved Claims. This Agreement shall not bar Petitioners from continuing to fully and diligently prosecute positions adverse to applicants and licensees other than Licensee in the Consolidated Proceeding. To the extent that there are common issues of fact and/or of law respecting Licensee and other applicants or licensees in the Consolidated Proceeding, it shall not be considered a breach of this Agreement for Petitioners to advocate that such facts and law warrant the dismissal of the applications of such other applicants and/or the revocation of the authorizations of such other licensees, nor for Licensee to counter that such facts and law do not warrant the revocation of the Authorization.

7. Distribution of Settlement Proceeds. Licensee shall be deemed to have satisfied its payment obligations under this Agreement if it tenders the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 or such other law firm escrow account as the Petitioners may designate in writing to Licensee at least one business day prior to payment. The

settlement proceeds shall be distributed among and between Petitioners pursuant to a separate agreement among them, and Petitioners shall indemnify Licensee and hold Licensee harmless with respect to any dispute among and between Petitioners regarding such distribution.

8. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorization. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

9. Mutual General Releases. Except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors, and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts,

injuries, losses, claims, demands, damages, attorneys' fees, costs, and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement. This Release is not intended to and shall not be construed to bar any claim against any person other than Licensee that has held interim or permanent operating authority to serve the Market during the pendency of the Consolidated Proceeding, or any person that has previously petitioned at any time to dismiss or deny any of Licensee's modification applications.

10. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable or desirable to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff

as are reasonable or desirable to further the objectives of this Agreement.

11. Representations and Warranties. (a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them; (b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in the Market, nor has any of them previously petitioned to dismiss or deny any of Licensee's modification applications.

12. Covenants of Licensee. Licensee affirmatively covenants that: (a) pending the making of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of the Authorization or the sale of substantially all of the assets of the Licensee's business in the market or the assignment or transfer of any rights of Licensee with respect to the Authorization except for (i) a pro forma assignment or transfer of control, as those

terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of Licensee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third party acknowledges the obligations of Licensee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement; (b) Licensee shall, within 5 business days after a Commission ruling reinstating the Authorization, execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners; (c) Licensee covenants and agrees that, commencing on the date that the first installment payment is made, no distribution of monies derived from loans shall be made to the interestholders of Licensee while any portion of the Payment due Petitioners remains outstanding, and no distribution of monies derived from operations shall be made to the interestholders of Licensee while any portion of the Payment due Petitioners remains outstanding unless a simultaneous payment on the obligation to Petitioners is made in an amount greater than or equal to the aggregate of the payments to the interestholders of Licensee; however, Licensee may, without any payment obligation to Petitioners, make distributions of monies to its interestholders in amounts not to exceed their federal and state income tax

obligations arising from imputed but undistributed income from Licensee; and (d) Licensee shall withdraw from participation in any pending pleadings adverse to Petitioners in the Consolidated Proceeding.

13. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Licensee, have made lists of all their members available to Henry A. Solomon, Esquire (the "Custodian"). The lists identify any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise. The Custodian shall treat the lists as confidential and not disclose the identity of the listed members and participants to any third party (including Licensee or Licensee's counsel), or include the list in any public document, except as provided in this paragraph. If an adverse filing is made against Licensee by a person which would constitute a violation of this Agreement if made by a Petitioner, or if any person makes a solicitation to Licensee to do any sort of business which Licensee might not be inclined to pursue or accept if such person was a member or affiliate of CFL, AALA and CAC, Licensee shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a

member or affiliate of CFL, AALA and CAC based upon the information supplied to the Custodian. Petitioners shall be obligated to pay the fees of the Custodian.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters addressed. No prior agreement or representation, whether verbal or written, shall have any force or effect.

15. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

16. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement shall not be effective unless and until all Parties have duly executed and delivered this Agreement. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective. The Parties acknowledge and agree that execution of this Agreement by counsel of record in the Consolidated Proceeding to a Party shall be deemed effective to bind such Party with the further understanding that such signature will be ratified by the signature of a principal of the Party within a reasonable time.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

18. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: Buckley Jr Clark

Title: President

Date: 6-6-98

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: [Signature]

(Stanford H. Levings, Jr.)

Title: Managing Partner

Date: 6/5/98

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Title: Partner

Date: June 9, 1998

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: Signing Partner

Date: 8 June '98

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Massock

Title: Officer of General Partner

Date: June 9, 1998

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: *Thomas J. Welby*

Title: *President*

Date: *8/4/98*

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: Walter J. D.

Title: Partner

Date: 5/12/98

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH AND
COMMITTEE FOR A FAIR LOTTERY

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

ALEE CELLULAR COMMUNICATIONS

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *[Signature]*

Title: *President*

Date: *5/19/98*

Exhibit 1-Q
Settlement Agreement Between Petitioners
and Cellular Pacific, Data Cellular Systems, and North American Cellular

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the 11th day of December, 1998, by, among and between Data Cellular Systems ("Data"), Cellular Pacific and North American Cellular ("North American") (collectively, Data, Cellular Pacific and North American are referred to as the "Licensees"), on the one hand, and Thomas Domencich ("Domencich"), the Committee for a Fair Lottery ("CFL"), Applicants Against Lottery Abuse ("AALA"), Miller Communications, Inc. ("Miller"), Skywave Partners, Inc. ("Skywave"), Buckhead Cellular Communications Partnership ("Buckhead"), Cellular Applicants' Coalition ("CAC") and ZDT Partnership ("ZDT") (collectively, Domencich, CFL, AALA, Miller, Skywave, Buckhead, CAC and ZDT are referred to as the "Petitioners"), on the other hand. Each signatory hereto is referred to separately herein as a "Party" and collectively the signatories are referred to as the "Parties" to this Agreement.

RECITALS

A. WHEREAS Licensees submitted the following applications (the "Applications") to the Federal Communications Commission (hereinafter, the "Commission" which term shall be deemed to include all Bureaus, Divisions, the Review Board and other delegates of authority thereof) for authorizations to provide Block A cellular services in the following Rural Service Area ("RSA") markets (collectively, the "Markets"; individually, a "Market"):

Data Cellular
File No. 10029-CL-P-345-A-88
Market No. 345 California 10 - Sierra

Cellular Pacific
File No. 10031-CL-P-346-A-88
Market No. 346, California 11 - El Dorado

North American Cellular
File No. 10066-CL-P-388-A-88
Market No. 388, Idaho 1 - Boundary

B. WHEREAS the Commission granted the Applications for the Markets and issued authorizations (collectively, the "Authorizations"; individually, the "Authorization") for the following stations to the Licensees.

Data Cellular
Station KNKN 250

Cellular Pacific
Station KNKN 252

North American Cellular
Station KNKN 253

C. WHEREAS the Commission issued a Memorandum Opinion and Order, FCC 97-178, released June 3, 1997 (the "FCC Decision") in a consolidated proceeding (the "Consolidated Proceeding") where the qualifications of numerous applicants and licensees including Licensees, were in issue, which decision, inter alia, terminated a revocation proceeding with respect to the Authorizations.

D. WHEREAS Petitioners are parties to the Consolidated Proceeding, have been adverse litigants with respect to the Authorizations, and may have certain rights of appeal (the "Appeal Rights") with respect to the FCC Decision; and

E. WHEREAS Petitioners and Licensees desire to terminate their litigation and have agreed to compromise their respective claims and settle their differences.

THEREFORE, it is agreed as follows:

1. Settlement Payment. Subject to the terms and conditions set forth below, Licensees agree to pay Petitioners the aggregate sum of \$ 375,000.00 (the "Payment") in consideration for the dismissal by Petitioners of the Joint Petition for Reconsideration filed July 3, 1997 (the "Joint Petition") in the Consolidated Proceeding and the relinquishment by Petitioners of their Appeal Rights with respect to the Authorizations. The respective obligation of each of the Licensees with respect to the Payment shall be as set forth on Attachment 1 hereto.

2. Commission Approval. The Parties agree, based upon the FCC Decision, that the settlement of these licensee Markets does not require a ruling from the Commission approving the Agreement or the Payment. If the Commission determines otherwise, the Parties will cooperate to obtain any required approval. In the event any person challenges the portion of the FCC Decision which rules that the settlement of the litigation respecting the Licensees and the Markets does not require Commission approval, the Petitioners shall oppose the challenge and the Licensees shall take no adverse position with respect to Petitioners' opposition.

3. Payment Terms. Subject to the provisions set forth in this Agreement, the Payment shall be due and payable in immediately available funds as follows:

(a) \$100,000.00 within 5 business days following the dismissal by Petitioners of the Joint Petition as contemplated by this Agreement;

(b) \$100,000.00 within 45 calendar days after the earlier of (i) the release by the Commission of a decision affirming the termination of the revocation proceeding with respect to the Authorizations or (ii) the release by the Commission of a public notice announcing the dismissal or withdrawal at the Commission of all filings opposing the termination of the revocation proceeding with respect to the Authorizations (the "Remaining Filings") including but not limited to the "Petition for Reconsideration" filed July 3, 1997, by A. Thomas Carroccio, Esquire of Bell, Boyd & Lloyd and the "Statement for the Record" filed on or about June 26, 1998, by Harry F. Cole, Esquire of Bechtel and Cole; or (iii) within 45 days after the dismissal or withdrawal of the Remaining Filings if no public notice of such dismissal or withdrawal has been issued, it being agreed that any payment due under subparagraphs (i), (ii) and (iii) above shall be made on the date indicated whether or not the termination of the revocation proceeding has become a Final Order;

(c) the balance within 5 business days after the date on which the termination of the revocation proceeding becomes a Final Order.

3.1 Notwithstanding the foregoing payment schedule, the obligations of Data, Cellular Pacific or North American to pay their respective share of the Payment shall be accelerated and become due and payable on the earlier of (y) the date of consummation or closing of an assignment, transfer of control or a sale of such licensee's right, title and interest in and to its Authorization for the Market, whether or not the termination of the revocation proceeding as to the Authorization, or of the subsequent assignment or transfer of control applications, is a Final Order, provided however that this acceleration provision shall not apply to a *pro forma* assignment or transfer, and (z) the execution of an agreement between such licensee and any third party pursuant to which the signatory agrees to relinquish its claims in the Consolidated Proceeding with respect to its Market, to turn in its authorization or otherwise to abandon the rights it may have in the Market.

3.2 Licensees shall be deemed relieved of the obligation to make the balance of the Payment if the proceedings in CC Docket No. 91-142 are terminated by Final Order with neither of the conditions set forth in subparagraphs 3(b) having been satisfied.

3.3 For purposes of this Agreement, the term Final Order shall mean an order with respect to the Authorizations, whether administrative or judicial, which, by lapse of time or otherwise, is no longer subject to reconsideration, review, or appeal.

4. Withdrawal of Petition. Petitioners shall, within two business days after the Effective Date of this Agreement, as defined in Paragraph 18 below, dismiss the Petition for Reconsideration filed July 3, 1997 and all related filings. Petitioners shall provide a draft of the dismissal filing to counsel for the Licensees prior to the filing, and make reasonable efforts to accommodate any comments of counsel for Licensees to the extent that such comments are consistent with the letter and spirit of this Agreement.

5. Full Market Settlement. The Parties acknowledge and agree that this Agreement is part of a global settlement (the "Global Settlement") between Petitioners and all of the applicants and licensees who had applications and/or licenses designated for hearing in the Consolidated Proceeding. The Parties will cooperate with one another, and with such other applicants and licensees who had applications and/or licenses designated for hearing in the Consolidated Proceeding, and use their best efforts to submit a joint motion for approval of the Global Settlement within 10 business days after the Effective Date of this Agreement.

6. Forbearance of Petitioners. Except as otherwise explicitly contemplated by this Agreement, Petitioners shall not,

directly or indirectly, further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal the portions of the FCC Decision granting the applications designated for hearing in the consolidated proceeding or terminating the revocation proceeding as to the Authorizations. In the event of further proceedings with respect to the Authorizations before the Commission upon further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, Petitioners agree, subject to the understandings otherwise set forth in this Agreement, that they shall take no adverse position with reference to the Authorizations and the Licensees. Specifically, and without limitation, Petitioners shall not oppose, object to, protest, petition against or otherwise comment adversely upon any assertion by which Licensees seek to distinguish their factual and legal circumstances from those of the other applicants or licensees in the Consolidated Proceeding. Petitioners further agree that none of them shall oppose, object to, protest, petition against or otherwise comment adversely upon any major modification, renewal, assignment, transfer, point-to-point microwave, FCC Form 489 or any other applications, notifications or filings by Licensees respecting the Authorizations and the Markets before the Commission and any other regulatory or judicial forum whatsoever, provided that none of the Licensees is in breach of the terms of this Agreement.

7. Forbearance of Licensees; Withdrawal of Pleadings.

Licensees shall not, directly or indirectly, further oppose, object to, protest, petition against or otherwise comment adversely upon or seek reconsideration of, review or appeal (a) the portion of the FCC Decision approving the settlements to which the Petitioners are a party, (b) the portion of the FCC Decision ruling that settlements between a licensee and petitioner are not subject to prior FCC approval or (c) any further motion, petition or filing by Petitioners seeking FCC approval of settlement payments to Petitioners. Specifically, and without limitation, the Licensees acknowledge and agree that Petitioners, in seeking approval of the Global Settlement, will be asking the Commission to rule either that the Petitioners are not limited by the Commission's rules to recovering only their reasonable and prudent out of pocket expenses, or in the alternative, that any applicable limit on their settlement payment be waived in the public interest. Licensees agree that they shall take no adverse position before the Commission upon reconsideration or further review, before the U. S. Court of Appeals for the District of Columbia Circuit pursuant to appeal, or before an administrative law judge pursuant to remand, with reference to the Petitioners' entitlement to settlement payments as contemplated by the Global Settlement, provided, however, that the Parties shall make any modifications to the Agreement, including the payment terms, required by the Commission, subject to Final Order. All pending pleadings of Licensees adverse

to Petitioners shall be withdrawn within two business days after the dismissal of the filings of the Petitioners' contemplated by Paragraph 4, above. Counsel for the Licensees shall provide a draft of the filing to counsel for the Petitioners prior to the withdrawal, and make reasonable efforts to accommodate any comments of counsel for the Petitioners to the extent that such comments are consistent with the letter and spirit of this Agreement. In accordance with the foregoing, and without limitation, Licensees shall not oppose, object to, protest, petition against or otherwise comment adversely upon any request by Petitioners seeking settlement payments in excess of their out of pocket expenses in the Consolidated Proceeding.

8. Bifurcation. The Parties shall use reasonable efforts to bifurcate any further proceedings with respect to the Petitioner's entitlement to settlement proceeds from the termination of the revocation proceeding with respect to the Licensees.

9. Distribution of Settlement Proceeds. Licensees shall be deemed to have satisfied their payment obligations under this Agreement if they tender the full amount then due by wire transfer or cashier's check to Paul, Hastings, Janofsky & Walker LLP as trustee, Bank of America, ABA#12100358, 525 South Flower Street, Los Angeles, CA 90071, account number 14599-04796 (or such other law firm escrow account as Petitioners may designate in writing to Licensees at least one business day prior to payment). The

settlement proceeds shall be distributed among and between Petitioners as set forth on Attachment 2 hereto. Petitioners shall indemnify Licensees and hold Licensees harmless with respect to any dispute among and between Petitioners regarding such distribution.

10. No Admissions. The Parties agree that this Agreement constitutes a compromise of disputed claims respecting the Authorizations. Nothing contained herein is intended nor shall be construed as an admission by any Party of any fact, principle of law or of the validity of any claim of any other Party.

11. Mutual General Releases. Except as to such rights or claims as may be expressly created or preserved by this Agreement, each Party hereto, for its respective agents, employees, partners, principals, officers, directors, legal representatives, parent corporation, subsidiaries, affiliates, predecessors, successors, and assigns, and for any partnerships, corporations, sole proprietorships or entities owned or controlled by it or under common control with it, as the case may be, forever and fully releases, remisses, quitclaims and forever discharges the other Parties hereto and those Parties' subsidiaries, affiliates, officers, directors, shareholders, employees, agents, lenders, investors, partners, limited partners, principals, representatives, parent corporations, insurers, sureties, attorneys, successors, and assignees, from any and all actions, causes of action, petitions to deny, objections, debts, sums of money, warranties, torts, injuries, losses, claims, demands, damages, attorneys' fees, costs,

and other relief of any nature whatsoever whether known or unknown, whether in law, in equity, under any federal, state, or local laws, regulations, rules, or ordinances, including without limitation the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission, before any courts, administrative agencies or departments, that the Parties ever had, now have, or hereafter can, shall or may have arising out of or in any way relating to the disputes or allegations of fact which were or could have been alleged in, or which are otherwise related to the Consolidated Proceeding. This Release is not intended and shall not be construed to bar any claim seeking to enforce any Parties' rights under this Agreement nor any claim which is expressly preserved pursuant to this Agreement.

12. Further Assurances. The Parties will execute all such further and additional documents, if any, as shall be reasonable and necessary to carry out the provisions of this Agreement, and shall participate through counsel in any meetings with Commission staff as are reasonable and necessary to further the objectives of this Agreement.

13. Representations and Warranties.

(a) The Parties represent and warrant, which representations and warranties shall survive the execution of this Agreement, that they each have full power and authority to execute and perform this Agreement and, to the best of their knowledge, their execution, delivery and performance of and compliance with

the terms and provisions of this Agreement will not conflict with, result in a breach of, or cause a default under, any organizational agreement or any material agreements or instruments by which they are bound, nor will they conflict with or violate any statute, law, rules, regulation, order, decree or judgment of any court or governmental authority which is binding upon them;

(b) Petitioners represent and warrant that none of them nor any of their respective affiliates is now or ever has been a holder of interim or permanent operating authority in any of the Markets, nor has any one of them previously petitioned to dismiss or deny any modification application of Licensees, other than petitions filed and identified in the Consolidated Proceeding.

14. Covenants of Licensees. Each of the Licensees affirmatively covenants that:

(a) pending the making of its portion of the Payment, it shall not cause or allow to be caused an assignment or transfer of control of its Authorization or the sale of substantially all of the assets of the licensee's business in the market or the assignment or transfer of any rights of Licensee with respect to the authorization except for (i) a pro forma assignment or transfer of control, as those terms are defined by the Commission, in which the assignee or transferee, as the case may be, agrees in writing to assume the obligations of licensee to Petitioners under this Agreement or (ii) an assignment, transfer of control or sale of assets to a third party pursuant to an agreement in which the third

party acknowledges the obligations of licensee to Petitioners under this Agreement and makes adequate provisions for required payments to be made to Petitioners at the consummation of the transaction contemplated by such agreement;

(b) Each of the Licensees shall upon request of Petitioners execute a promissory note in form and substance reasonably satisfactory to the Petitioners as evidence of the obligation to make the Payment to Petitioners.

15. Covenants of Certain Petitioners. CFL, AALA and CAC, whose members have not been identified to Licensees, have made a complete list (the "List") of all their members available to Henry A. Solomon, Esquire (the "Custodian"). The List identifies any and all individuals or entities (together with all constituent participants in any such entity, including without limitation all officers, directors, partners or 5% or greater stockholders), and for any parent corporation or partnership with a 5% or greater ownership, which are now or ever have been members of CFL, AALA or CAC, in their own name or through any related or affiliated enterprise (collectively, the "Members"; individually, a "Member").

15.1 The Custodian shall treat the List as confidential and not disclose the identity of a Member or the Members to any third party (including Licensees or Licensees's counsel), or include the List in any public document, except as provided in this paragraph.

15.2 CFL, AALA and CAC each shall deliver to the Custodian signature pages of the Agreement duly executed by each Member of

their respective group, thereby indicating their intention to be bound by the provisions of this Agreement, including but not limited to the release provisions specified in Paragraph 11 above. Counsel for CFL, AALA and CAC each shall, concurrently with the dismissal of Petitioners' filings contemplated by Paragraph 4 above, deliver to counsel for the Licensees a letter in a form reasonably satisfactory to counsel for the Licensees confirming that the delivering counsel has received a signature page executed by each and every past and present Member on the List for his respective client(s) and delivered such signature pages to the Custodian.

15.3 If an adverse filing is made against a Licensee (the "Target") by any person and such filing would constitute a violation of this Agreement if made by a Petitioner or a Member, the Target shall be entitled to receive prompt written confirmation from the Custodian as to whether that person is a Member of CFL, AALA and CAC based upon the information supplied to the Custodian. If the filer is a Member, the Custodian shall release to the Target the signature page of the member in order to facilitate the enforcement by the Licensee of the Release.

15.4 CFL, AALA and CAC each shall be obligated to pay a pro rata share of the fees of the Custodian.

16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing the matters

addressed herein. No prior agreement or representation, whether verbal or written, shall have any force or effect.

17. Remedies. In the event any Party initiates any proceeding or action to enforce rights or obligations under this Agreement, the prevailing Party in such proceeding or action shall be entitled to receive, in addition to such other relief as may be granted, a reimbursement of all costs incurred in connection with such proceeding or action, including reasonable attorneys fees.

18. Execution Procedures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of signature pages by facsimile transmission shall be deemed effective.

18.1 The Effective Date of the Agreement shall be the date on which the following conditions shall have been met:

(a) A duly authorized representative of each of the Parties shall have executed and delivered the Agreement; and

(b) Each Member of CFL, AALA and CAC shall have delivered to the Custodian the signature page contemplated by subparagraph 15.2 above, which fact shall be confirmed in writing to the Licensees by the Custodian.

18.2 In the event that the condition specified in subparagraph 18.1 have not been satisfied by January 11, 1999, any party may cancel this Agreement upon 10 days advance written notice, provided that such cancellation shall be of no force and

effect if all of the requisite signature pages have been delivered during the cancellation notice period.

19. Successors and Assigns. Subject to the terms hereof, this Agreement shall be binding upon and inure to the benefit of each Parties' respective successors and permitted assigns.

20. Notices. Any notifications under this Agreement shall be deemed effective on the first business day after the date such notification is sent by hand delivery or by a nationally recognized overnight delivery carrier (e.g. Federal Express) to the counsel of record for such Party in the Consolidated Proceeding, provided however that any Party may, by written notice to all other Parties, change its identified representative for the receipt of notices.

ATTACHMENT 1

PAYMENTS

	I	II	III	Total
Data Cellular	19,400	19,400	31,200	70,000
Cellular Pacific	30,900	30,900	54,200	116,000
North American	49,700	49,700	89,600	189,000
TOTALS	\$ 100,000	\$ 100,000	\$ 175,000	\$ 375,000

ATTACHMENT 2

PAYEE	PAYOR		
	DATA CELLULAR SYSTEMS	CELLULAR PACIFIC	NORTH AMERICAN CELLULAR
CFL and Thomas Domencich	23,100	38,280	66,150
AALA	23,100	38,280	66,150
MILLER/SKYWAVE	6,650	11,020	18,900
CAC	6,650	11,020	18,900
BUCKHEAD	6,650	11,020	18,900
ZDT	3,850	6,380	0
TOTAL:	\$ 70,000	\$ 116,000	\$ 189,000

WDC-98385v10

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: *[Signature]*

Title: G.P.

Date: 1/5/99

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: Thomas Domencich

Title: PARTNER

Date: 12-22-98

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: George Ring

Title: Contact Representative

Date: January 6, 1999

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: Thomas Domencich

Member: THOMAS DOMENCICH

Title: PARTNER

Date: 12-22-98

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: *Stanley J. Wilkey*

Title: *Pres. den*

Date: *12/22/98*

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: C. Edward Hasscock

Member: _____

Title: Officer of General Partner

Date: December 18, 1998

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: *[Signature]*

Title: *President*

Date: *Dec 18, 1998*

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement as of the day and the year last below written.

BUCKHEAD CELLULAR
COMMUNICATIONS PARTNERSHIP

By: _____

Title: _____

Date: _____

CELLULAR APPLICANTS'
COALITION

By: _____

Member: _____

Title: _____

Date: _____

MILLER COMMUNICATIONS, INC.

By: _____

Title: _____

Date: _____

SKYWAVE PARTNERS, INC.

By: _____

Title: _____

Date: _____

THOMAS DOMENCICH

By: _____

Title: _____

Date: _____

COMMITTEE FOR A FAIR LOTTERY

By: _____

Member: _____

Title: _____

Date: _____

APPLICANTS AGAINST LOTTERY
ABUSES

By: _____

Member: _____

Title: _____

Date: _____

ZDT PARTNERSHIP

By: W. E. Zensky

Title: Partner

Date: 12/14/98

DATA CELLULAR SYSTEMS

By: Robert E. Baker

Title: Managing General Partner

Date: 12/19/98

CELLULAR PACIFIC

By: _____

Title: _____

Date: _____

NORTH AMERICAN CELLULAR

By: _____

Title: _____

Date: _____

DATA CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

CELLULAR PACIFIC

By: Wallace P. U. Leong

Title: general partner

Date: 12/19/98

NORTH AMERICAN CELLULAR

By: _____

Title: _____

Date: _____

DATA CELLULAR SYSTEMS

By: _____

Title: _____

Date: _____

CELLULAR PACIFIC

By: _____

Title: _____

Date: _____

NORTH AMERICAN CELLULAR

By: Elinor I. Leong

Title: general partner

Date: 12-19-98

EXHIBIT 2-A

**Declaration of
Thomas Domencich and
the Committee for a Fair Lottery**

DECLARATION

I, Thomas Domencich, do hereby declare that:

1. I am a party to CC Docket No. 91-142 (the "Consolidated Proceeding") and am a member of, and the contact representative for, the Committee for a Fair Lottery ("CFL"), which also is a party to the Consolidated Proceeding.

2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including myself and CFL) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.

3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Petitioners, nor any of their principals, have received or will receive any money or other consideration from the Grantees, and none of the Grantees, nor any of their principals, have received or will receive any money or other consideration from the Petitioners, except as set forth in the Settlement Agreements. I have been retained by the Petitioners to provide economic consulting services to the Petitioners in connection with the market valuation contained in Exhibit 4 of this Joint Motion for Ruling Regarding Settlement Agreements or, Alternatively, for Approval and Partial Waiver, for which the Petitioners have agreed to pay me professional fees of \$10,000. To the best of my knowledge, there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.

4. Through January 19, 1999, CFL and I incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$1,178,567.43.

This Declaration is given this 27th day of January, 1999 under penalty of perjury
under the laws of the United States of America.

Thomas Domencich
Thomas Domencich

EXHIBIT 2-B

**Declaration of
Applicants Against Lottery Abuse**

DECLARATION

I, C. Edward Glasscock, do hereby declare that:

1. I am an officer of U.S. Cellular Telephone Co., which is a member of Applicants Against Lottery Abuse ("AALA"), which in turn is a party to CC Docket No. 91-142 (the "Consolidated Proceeding").

2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including AALA) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.

3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreements except as set forth in the Settlement Agreements and in the Declaration of Thomas Domencich, and there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.

4. Through January 15, 1999, AALA incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$1,151,438.72.

This Declaration is given this 15 day of January, 1999 under penalty of perjury
under the laws of the United States of America.


C. Edward Glascock

EXHIBIT 2-C

**Declaration of
Miller Communications, Inc.**

DECLARATION

I, Larry Waldrep, do hereby declare that:

1. I am an officer of Miller Communications, Inc. ("Miller"), which is a party to CC Docket No. 91-142 (the "Consolidated Proceeding").

2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including Miller) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.

3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreements except as set forth in the Settlement Agreements and in the Declaration of Thomas Domencich, and there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.

4. Through January 14, 1999, Miller incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$96,773.55.

This Declaration is given this 4th day of January, 1999 under penalty of perjury
under the laws of the United States of America.

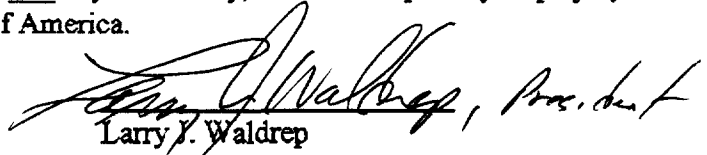

Larry J. Waldrep

EXHIBIT 2-D

**Declaration of
Skywave Partners, Inc.**

DECLARATION

I, Lee Perkinson, do hereby declare that:

1. I am an officer of Skywave Partners, Inc. ("Skywave"), which is a party to CC Docket No. 91-142 (the "Consolidated Proceeding").
2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including Skywave) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.
3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreements except as set forth in the Settlement Agreements and in the Declaration of Thomas Domencich, and there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.
4. Through January 8, 1999, Skywave incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$207,309.12.

This Declaration is given this 8 day of January, 1999 under penalty of perjury
under the laws of the United States of America.



Lee Perkinson

EXHIBIT 2-E

**Declaration of
Cellular Applicants' Coalition**

DECLARATION

I, George Ring, do hereby declare that:

1. I am the President and CEO of Wireless Cable International Inc., the successor in interest to Cross Country Cable, Inc. I am a member of and the contact representative for the Cellular Applicants' Coalition ("CAC"), which is a party to CC Docket No. 91-142 (the "Consolidated Proceeding").

2. I am familiar with the facts and circumstances surrounding each separate Settlement Agreement entered into between the petitioners in the Consolidated Proceeding (including CAC) (the "Petitioners"), and each of Alabama Wireless, Inc. (formerly Algreg Cellular Engineering) ("Algreg"), A-1 Cellular of Texas, L.P. (formerly A-1 Cellular Communications) ("A-1"), A-1 Cellular Communications, L.L.C. (formerly A-1 Cellular Communications) ("A-1"), Bay Cellular of Florida ("Bay"), Bravo Cellular, L.L.C. (formerly Bravo Cellular) ("Bravo"), Cel-Tel Communications of Ohio, Ltd. (formerly Cel-Tel Communications) ("Cel-Tel"), Centaur Partnership ("Centaur"), Cranford Cellular Communications, L.L.C. (formerly Cranford Cellular Communications) ("Cranford"), EJM Cellular, L.L.C. (formerly EJM Cellular Partners) ("EJM"), Florida Cellular, Pinellas Communications ("Pinellas"), and South Carolina Cellular Corporation (formerly Signal Cellular Communications) ("Signal") (collectively, the "Grantees"). The Petitioners and the Grantees are referred to collectively as the "Parties" to the Settlement Agreements.

3. The Settlement Agreements set forth the exact nature and amount of any and all consideration promised to, promised by, given to or to be received by the Parties in connection with their resolution of the disputes involving the Alabama 1, Alabama 5, Mississippi 5, Missouri 2, Missouri 11, North Carolina 15, Ohio 5, Oklahoma 1, Pennsylvania 2, South Carolina 7, South Carolina 8, Texas 10, and Wyoming 4 RSAs (the "Markets"). To the best of my knowledge, none of the Parties, nor any of their principals, have received or will receive any money or other consideration from other Parties to the Settlement Agreements except as set forth in the Settlement Agreements and in the Declaration of Thomas Domencich, and there are no oral agreements, or written agreements other than the Settlement Agreements, related to the withdrawal and dismissals of pleadings, or the forbearance of filing future pleadings, with respect to the Markets.

4. Through January 11, 1999, CAC incurred legitimate and prudent expenses in the course of preparing and prosecuting the Consolidated Proceeding of \$182,943.72.

This Declaration is given this 11 th day of January, 1999 under penalty of perjury under the laws of the United States of America.


George Ring